

RESOLUTION NO. 6690

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACERVILLE AUTHORIZING THE CITY MANAGER TO NEGOTIATE A
CONTRACT WITH DAVID TURCH & ASSOCIATES FOR ADVOCACY
SERVICES ON BEHALF OF THE CITY OF PLACERVILLE**

BE IT HEREBY RESOLVED by the City Council of the City of Placerville that the City Manager is authorized to negotiate a contract for advocacy services on behalf of the City of Placerville with the firm of David Turch & Associates.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on February 11, 2003, by Councilmember Lishman, who moved its adoption. The motion was seconded by Councilmember Rivas. A poll vote was taken which stood as follows:

AYES: Colvin, Lishman, Rivas, Salazar

NOES: Washburn

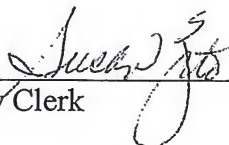
ABSTAIN: None

ABSENT: None



Robert Salazar, Mayor

Attest:



City Clerk

PROFESSIONAL CONSULTING AGREEMENT

This is an agreement between the City of Placerville, California (Placerville) and David Turch and Associates (DTA) of Washington, D.C. Hereinafter, the term "parties" shall refer to both Placerville and DTA jointly. Whenever used in this document, the word agreement means contract; further, the words firm(s) or company(ies) mean any business entity, association, institution or government agency.

1. PURPOSE

Placerville hereby engages the services of DTA to advise, counsel and represent Placerville with, principally but not limited to, its affairs with the Legislative and Executive Branches of the Federal Government.

DTA hereby agrees to faithfully and to the best of its ability, promote and represent Placerville and its interests with, principally but not limited to, federal legislative proposals which could have a substantial impact on Placerville or the conduct of its operations.

It is further understood and expected, that from time to time, or on a continuing basis, other tasks, whether general or specific, may be requested and performed by the mutual consent of the parties. Adjustments to the compensation schedule, if any, for such other tasks shall be mutually agreed to by the parties on a case by case basis.

2. EFFECTIVE DATES

This contract will take effect on the 15th day of February, 2003 and shall continue in full force and effect for a period of one year to its expiration on the 14th day of February, 2004 unless previously modified, amended, or canceled by the written mutual consent of the parties, or unless extended under its provisions.

3. RENEWAL

This contract will automatically be renewed for a period of one additional year unless notice of intent not to renew is made by either party, in writing, delivered to the other, thirty (30) days prior to its expiration date. Thereafter, in the absence of either cancellation or renewal, this contract will continue on a month to month basis.

4. CANCELLATION

This agreement may be terminated by either party in writing, delivered to the other. Such cancellation shall take effect as of the end of the last calendar day of the month following the month in which such notification was received.

5. COMPENSATION

a. Ordinary:

Compensation from Placerville to DTA is agreed to be Twenty Four Thousand Dollars (\$24,000) per year. Such compensation is to be paid according to the following schedule:

The first month's payment of Two Thousand Dollars (\$2,000) to accompany this contract.

Thereafter, each month's payment of Two Thousand Dollars (\$2,000) is agreed to be due and payable, without additional notice or demand, on or before the first day of each calendar month beginning on or before March 15, 2003.

b. Expenses:

Placerville agrees to reimburse DTA for all ordinary and reasonable expenses incurred on its behalf. DTA agrees to bill Placerville monthly for such expenses, such billing to be mailed on or before the fifth day of each calendar month. Such expense statements are agreed to be paid by Placerville on or before the first day of the calendar month following such billing.

c. Cancellation:

Should this agreement be canceled at the option of Placerville, Placerville agrees to pay to DTA a "drop fee" of 15% of the remaining value of the first year of this contract, had this contract remained in full force and effect. After the first year and for any other extensions, no "drop fee" will be required. At all times during this contract, whether during the first year or during any extension period, Placerville further agrees to pay all necessary and reasonable expenses either directly associated with the termination of this agreement or to fulfill commitments previously made on behalf of Placerville pursuant to this agreement.

6. DISPUTES

This contract shall be construed in accordance with the laws of the State of California. Notwithstanding the above, any controversy or claim arising out of or relating to this contract or the breach thereof, may, by mutual consent of the parties, be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

7. DEFAULT

In the event of default and referral to an attorney for collection, Placerville agrees to indemnify DTA for all expenses incurred in the enforcement of this contract including attorney fees of thirty-three and one-third percent (33 1/3%).

8. FAILURE TO ENFORCE

The failure of DTA to insist upon strict performance of any of the terms and conditions stated herein shall not be deemed a waiver of any rights or remedies that DTA may have and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions herein contained.

9. ENTIRE AGREEMENT

This is the entire agreement between the parties. This contract may be modified or amended at any time by the mutual consent of the parties. Any such amendment or modification shall be in writing and become a permanent part of this agreement. This agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

10. PROCLAMATIONS AND CERTIFICATIONS

The persons, or any of them, whose signatures are affixed to this document on behalf of their companies do proclaim, certify and affirm that they entered into this agreement freely in accordance with the by-laws of their firm and that their signatures are genuine and that they are authorized, directed and empowered by and on behalf of their firm, and in its name, to execute this contract on such terms and conditions as are stated herein. This contract shall be binding upon Placerville and DTA and their successors and/or assigns.

Agreed to this 25 day of Feb, 2003

For David Turch and Associates

By: _____

Witness: _____

For the City of Placerville, California

By: _____

Witness: _____